# EXHIBIT A

SHIPPER EXPEDITORS INTL. SVERIGE AB KANALVAGEN 12 (SE/RA/00015-01/0415) 194 61 UPPLANDS VASBY SWFDFN CONSIGNEE

NOTIFY PARTY, Carrier not to be responsible for failure to notify

OF PACKAGES

1 x 40RH

1 x 40RH

**SUITE 2400** 

**SUITE 2400** 

**UNITED STATES** 

**CHARLOTTE NC 28208** 

**CHARLOTTE NC 28208** 

**UNITED STATES** 

CONTAINER AND SEALS

CGMTT9338120

CRSU6115169

APRU5833114

SEAL 15491974 EI REF: 6870021327

SEAL 15491975 EI REF: 6870021327

EXPEDITORS INTL OF WAINC 3101 YORKMONT ROAD

# Case 1:23-cv-00132-JLR Document 1-1 Filed 01/06/23 Page 2 of 4 WAYBILL

NON NEGOTIABLE

**VOYAGE NUMBER** 222T7R

WAYBILL NUMBER

GTG0306703

**EXPORT REFERENCES** EXPEDITORS INTL OF WA INC STO87809 3101 YORKMONT ROAD



CARGO

4620

4740

4580

50.000

50.000

50,000

14213.000

14976.000

16008.000

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBI		AL WAYBILLS	
				VIRGINIA BEACH, VA		ZERO (0)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		DELIVERY*
BIANCA RAMBOW		HELSINGBORG		CHARLESTON, SC				
MARKS AND NOS	NO AND KIND		DESCRIPTION OF PACKAGES	AND GOODS AS STATED BY SHIPPER		POSS WEIGHT	TARE	MEASUREMENT

SEAL 15491976			
EI REF: 6870021327	FWDR REF: STO87809		
	FLOOR MAINTENANCE EQUIPMENT, NOS		
	TG - 200000		

SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN

SPOT: QGTG006941

3240 PACKAGE(S)

3300 PACKAGE(S)

FWDR REF: STO87809 FLOOR MAINTENANCE EQUIPMENT, NOS

HS:320990 SPOT: QGTG006941

FWDR REF: STO87809

1 x 40RH 3729 PACKAGE(S)

FLOOR MAINTENANCE EQUIPMENT, NOS

HS:320990

SPOT: QGTG006941

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 18 degrees Celsius

Continued on Next Sheet Sheet 1 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

#### ADDITIONAL CLAUSES

4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL

77. THC at destination payable by Merchant as per line/port tariff

91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account

92. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.

191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set

for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package. 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the

York/Antwerp rules, 2004 214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service

contracts filed with the FMC

216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated above by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.

DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants

that he has authority to do so All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

SIGNED FOR THE CARRIER CMA CGM S.A. GOTHENBURG PLACE AND DATE OF ISSUE 12 NOV 2021 BY CMACGM Sweden SIGNED FOR THE SHIPPER

\*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

as agents for the carrier CMA CGM S. A.

guill for

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## WAYBILL **NON NEGOTIABLE**

**VOYAGE NUMBER** 222T7R WAYBILL NUMBER GTG0306703

PRE CARRIAGE B	Y*		PLACE OF RECEIPT*	FREIGHT TO BE PAID AT		NUMBER (	OF ORIGINA	AL WAYBILLS
				VIRGINIA BEACH, VA		ZERO (0)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
BIANCA RAMBOW		HELSING	BORG	CHARLESTON, SC				
MARKS AND NOS CONTAINER AND SEALS	NO AND			AND GOODS AS STATED BY SHIPPER	G	ROSS WEIGHT CARGO	TARE	MEASUREMENT

FREIGHT COLLECT Shipped on Board BIANCA RAMBOW 12-NOV-2021 CMACGM Sweden As agents for the Carrier

Weight in Kgs Total: 3 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 3

45197.000

13940

150.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

#### ADDITIONAL CLAUSES

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.

358. Following the exceptional measures adopted by various governments in relation with the outbreak o COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion.

release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to

GOTHENBURG PLACE AND DATE OF ISSUE 12 NOV 2021

BY CMACGM Sweden

as agents for the carrier CMA CGM S. A.

SIGNED FOR THE CARRIER CMA CGM S.A.

SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

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# **WAYBILL NON NEGOTIABLE**

VOYAGE NUMBER 222T7R WAYBILL NUMBER GTG0306703

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL WAYBILLS			
				VIRGINIA BEACH, VA		ZERO (0)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*			
BIANCA RAMBOW		HELSINGBORG		CHARLESTON, SC					
MARKS AND NOS CONTAINER AND SEALS	NO AND			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	C	GROSS WEIGHT CARGO	TARE	MEASUREMENT	

Continued From Previous Sheet Sheet 3 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

digital supply chain platforms.

GOTHENBURG PLACE AND DATE OF ISSUE 12 NOV 2021

BY CMACGM Sweden as agents for the carrier CMA CGM S. A.

SIGNED FOR THE CARRIER CMA CGM S.A.

SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING